



MEMORANDUM OF UNDERSTANDING

September 1, 2011

Board of Directors

Regina Guggenheim  
Chair

James A. Kleinmann  
President

David Glotzer  
Vice President,  
Governance

Patrick O'Brien  
Vice President,  
Development

Elliott Kopstein  
Treasurer

Maya L. Tussing  
Secretary

Robert Allen  
Alisa Baker  
Robert L. Bryant  
Amy Goldberg  
Richard Idell  
Joan Lamphier  
Aaron Loeb  
Rachel Michaelsen  
Barbara Oliver  
Michelle Ortega  
Tolan Steele

James A. Kleinmann  
Artistic Director

Annie Stuart  
Associate Director

[Redacted]

Dear [Redacted]:

This memorandum sets forth the mutual understanding between PlayGround and [Redacted] regarding the proposed co-production of the play currently entitled [Redacted] (the "Play") by [Redacted] (the "Author"), originally commissioned and developed by PlayGround.

[Redacted] and PlayGround have expressed mutual interest in co-producing the world premiere production of the Play, to run [Redacted] through [Redacted] (the "Production") as part of [Redacted] season at [Redacted] (the "Theatre"). It is mutually agreed that this relationship is not that of partners or joint venturers.

1. PlayGround

PlayGround agrees to contribute Fifteen Thousand Dollars (\$15,000) in support of the co-production of the Play, payable to [Redacted] as follows:

- a. Fifty percent (50%) on or before [Redacted];
- b. Thirty percent (30%) on or before [Redacted];
- c. The final twenty percent (20%) upon receipt of final box office, financial and list of attendees reports as per section 2.

In addition, PlayGround may purchase from [Redacted] for resale a mutually agreed quantity of tickets to performance(s) of the Play discounted at no less than 50% of retail value.

PlayGround will use best efforts to promote the co-production through existing marketing, advertising and public relations opportunities, including email newsletters to its patrons, website content, press releases, information in direct mail campaigns, etc. PlayGround will consult with and seek mutual approval of all promotion from [Redacted].

2. [Redacted]

[Redacted] will be responsible for producing the Play, including the contracting of all artists (including the Author), providing all technical personnel, front-of-house and box office, the Theatre, all required insurance, and promotion, advertising and public

relations. [REDACTED] will be responsible for posting bond with Actors' Equity Association ("AEA") and submitting all required AEA reports.

[REDACTED] will execute a Dramatists Guild-approved agreement with the Author and provide one signed copy to PlayGround at its earliest convenience.

[REDACTED] retains final approval on all decisions related to the Production including artists, promotional materials, advertising and the audience development plan. [REDACTED] will consult with PlayGround as appropriate and necessary.

[REDACTED] will provide PlayGround with a written expense budget representing the initial capitalization required for the initial production of the Play (the "Capitalization"). [REDACTED] will provide PlayGround with box office reports (indicating per performance attendance and sales) as available, in advance of and during the run of the Play. Following the close of the production, [REDACTED] will provide via email or other agreed electronic transmission the following: (a) verified box office statements; (b) a list of all attendees (including full address, phone and email information, as available); (c) a final reconciliation of expenses; and (d) any and all news clippings collected by [REDACTED] pertaining to the Production.

### 3. Financing Production of the Play

[REDACTED] will be responsible for providing one hundred percent (100%) of the Capitalization less amounts to be contributed by PlayGround as indicated above. This adjusted amount provided by [REDACTED] will be referred to as the "Adjusted Capitalization".

[REDACTED] will retain one hundred percent (100%) of the Gross Weekly Box Office Receipts ("GWBOR") up to the total of the Adjusted Capitalization. Thereafter, any and all net profits will be distributed equally to PlayGround and [REDACTED] until any sums contributed by PlayGround in excess of the Adjusted Capitalization have been recouped by PlayGround. Following recoupment, any and all net profits resulting from the initial production of the Play and any subsidiary rights in the Play will be divided pro rata relative to the investment each party has made toward the Capitalization.

### 4. Credit

Subject to the terms of the Contract, the production of the Play will be announced substantially as follows:

[REDACTED] ([REDACTED], Artistic Director)  
and  
PlayGround (Jim Kleinmann, Artistic Director)  
present  
[REDACTED]  
by [REDACTED]

The names of both parties will be of equal size, style and prominence.

[REDACTED] will also provide the following credit on the title page of the playbill:

Originally commissioned and developed by  
PlayGround / Jim Kleinmann, Artistic Director

It is also agreed that the biography of PlayGround will be featured in [REDACTED]'s playbill for presentation of the Play, in a form in keeping with other artists and collaborators.

In the agreement between [REDACTED] and the Author, [REDACTED] shall ensure the following credit for future productions of the Play:

Originally commissioned and developed by  
PlayGround / Jim Kleinmann, Artistic Director  
San Francisco, California

Originally co-produced by  
[REDACTED] / [REDACTED], Artistic Director  
and PlayGround / Jim Kleinmann, Artistic Director  
Berkeley, California

#### 5. Hold Harmless

PlayGround and [REDACTED] each agree to hold the other harmless for any liabilities resulting from the presentation of the Play.

To confirm your understanding of these terms and conditions, please co-sign below and return a copy to me.

Regards,

Jim Kleinmann  
Artistic Director  
PlayGround

Confirmed:

[REDACTED]  
Artistic Director  
[REDACTED]